

Exhibit DEPOGY COMMUNICATIONS, INC.**CONFLICT OF INTEREST GUIDELINES**

It is the policy of Epogy Communications, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment and terms of Employment Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed or constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.

13. Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement ("Agreement"), effective as of January 15, 2003, is made by and between Epogy Communications, Inc. ("Epogy") having a place of business at 1271 Oakmead Parkway Sunnyvale, CA 94085, and J. Nicholas Gross ("Purchaser"), an individual having a mailing address of 3883 18th Street, San Francisco, California 94114.

RECITALS

- A. Whereas Epogy intends to cease business and wind down operations immediately as a result of a lack of continued funding from investors and shareholders;
- B. Epogy has certain financial obligations associated with closing its business for which it desires to secure sufficient monies to help pay off such obligations;
- C. Epogy owns certain intellectual property assets, including patents, applications, inventions and other know-how detailed below;
- D. The intellectual property of Epogy, with very limited exceptions, is primarily in an unrealized, unactualized state requiring a significant additional investment of legal fees and filing costs to develop into protectable form;
- E. Epogy's investors, including its shareholders, have been consulted and are unwilling to invest additional fees and costs to sustain, preserve or actualize the value of the intellectual property assets;
- F. Epogy's Board of Directors, shareholders and officers believe it is in the best interests of Epogy to dispose of certain assets owned by Epogy, including intellectual property and other assets to secure monies sufficient to pay off any remaining obligations;
- G. Epogy has attempted to procure a purchaser of the intellectual property assets over the course of the past year but has been unsuccessful to date;
- H. Time is of the essence because Epogy must cease operations immediately, and accordingly Epogy has determined that the nature of the assets to be sold is such that an undue delay associated with conducting an extensive marketing of the assets will diminish the value of such assets, and/or be impractical;

THEREFORE, the parties agree:

1) Definitions. As used in this Agreement:

- (a) "Assets" means all of Epogy's right, title, and interest in any Assignment Agreements, Patent Files, Patents, Intellectual Property and Supporting Documentation.

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- (b) "Assignment Agreements" means any agreements assigning ownership of patents, patent applications and/or other intellectual property from inventors and prior owners to EPOGY, including employment agreements, assignment agreements, purchase agreements, etc.
- (b) "Patent Files" means the prosecution histories of the Patents in the United States or foreign patent offices, and any other documents in EPOGY's possession or control that are directly related to prosecution and/or enforcement efforts by EPOGY of the Patents, including but not limited to invention disclosures; drafts of applications for the Patents; prior art; technical, legal and/or expert analyses of any of claims of the Patents; inventor communications pertaining to the Patents; and any third party documents or correspondence relating to claim analyses or prior art to the Patents.
- (c) "Patents" means the United States patents and patent applications owned by Epogy and listed on Exhibit A, attached hereto and made a part hereof, and all extensions, renewals, divisions, continuations, reissues, reexaminations, continuations-in-part and foreign counterparts thereof.
- (d) "Intellectual Property" means all rights of an individual or entity in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) moral rights; (v) domain names and domain name registrations; (vi) trademarks and trademark registrations; and (vii) any other proprietary rights anywhere in the world similar to those described in this definition.
- (e) "Supporting Documentation" means any materials, in electronic form or otherwise, which relate to any Intellectual Property owned by Epogy, including for example: inventor notebooks, inventor writings/drawings, technical materials, prototypes, and all other technical and organizational documentation associated with Epogy's efforts in designing a wireless LAN ASIC including but not limited to designs, drawings, charts, manuals, material lists, blueprints, formulae, reproductions, written and printed instructions, descriptions, reports, material and equipment specifications, pictures and diagrams, computer print outs, magnetic tapes or disks or similar storage devices as implemented by Epogy.

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- 2) Assignment of the Patents. Upon full payment required by paragraph 6(a), EPOGY will execute the assignment of Exhibit B.
 - 3) Transfer of the assets. Upon full payment required by paragraph 6(a), EPOGY hereby transfers and assigns to Purchaser (or to any designee of Purchaser) the Assets, including all of the Assignment Agreements, Patent Files, Patents, Intellectual Property and Supporting Documentation.

- 4) Deliveries. Within ten (10) days or such reasonable time as may be required after payment of the purchase price for the Patents, EPOGY will deliver to Purchaser in accordance with Purchaser's instructions, and Purchaser will notify EPOGY in writing, of receipt and acceptance of:
- (a) The Patent Files (including the last known addresses, and if available, telephone and other contact details for the inventors of the Patents); and
 - (b) The Intellectual Property (including any hard copies and/or electronic versions of invention disclosures, patent applications, drafts of potential patent applications, etc.)
 - (c) Assignment Agreements (including any original signature materials);
 - (d) The Supporting Documentation (as noted above)
- 5) EPOGY Cooperation. After the assignment of paragraph 2, and conditioned upon payment of the purchase price for the Patents, EPOGY will provide reasonable assistance to Purchaser in:
- (a) Authorizing any inventors to discuss with Purchaser and its representatives all matters reasonably related to and/or concerning the Patents and Intellectual Property (without regard to any obligations of confidentiality or otherwise that may be owed to EPOGY);
 - (b) Providing copies to Purchaser of additional files and documents that are relevant to the US issued versions of the Patents and in EPOGY's possession and control within 30 days (including without limitation those relating to conception, reduction to practice, practice, diligence, enforcement, validity, enforceability and interpretation);
 - (c) Providing letters of instruction and revocations of Powers of Attorney with respect to prosecution counsel for the Patents, and consents to permit such counsel to continue to represent Purchaser (and its successors) in connection with such Patents;
 - (d) Executing and delivering additional documents which are reasonably required in order to effectuate the assignment accomplished by this Agreement, including without limitation, promptly signing the assignment of Exhibit B and such further documents as may be reasonably necessary with respect to the laws of the U.S. or any other jurisdiction; and
- 6) Payment.
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- (a) In full consideration of the Assets and assignments of paragraphs 2 and 3, Purchaser will pay to EPOGY the sum of [REDACTED] [REDACTED] of the forgoing sum shall be before execution of the present Agreement by a check delivered to EPOGY and the balance shall be due and payable upon execution by EPOGY of this Agreement and the Assignment documents of Exhibit B. No other sums or royalties shall be due from Purchaser to EPOGY or any other as a result of this Agreement,

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the Assets, the assignments of the Patents, or the conveyance hereunder. Furthermore, in no event shall Purchaser have any liability for any payment of any amounts that may be due to third parties pursuant to any agreement between EPOGY and any third parties as a result of the present Agreement and/or EPOGY's transfer of the Patents.

(b) Payment is due in the United States in United States Dollars.

(c) The payment of paragraph 6(a) is exclusive of any and all value added, withholding, excise and other similar taxes, which are the responsibility of Purchaser.

7) Warranties. Subject to paragraph 8, EPOGY represents and warrants to Purchaser that:

(a) It owns the entire right, title and interest to the Assets, free and clear of any liens or encumbrances.

(b) The Patents shall be assigned and transferred free of any claims, liens and encumbrances.

(c) It possesses the right and power to enter into this Agreement and grant the rights granted herein.

(d) No licenses or covenants not to sue have been or will be granted by EPOGY under the Patents and, to the best of EPOGY's Knowledge, there are no grants of rights under the Patents (including grants to former owners and inventors).

(e) All Patent Files, Assignment Agreements, Intellectual Property, and Supporting Documentation have been or will be delivered to Purchaser.

(f) The names and addresses of inventors provided to Purchaser are true and correct, to the best of EPOGY's Knowledge.

(g) The person(s) signing on behalf of EPOGY have all requisite authority, approval and consent - including from the Board of Directors and any relevant shareholders - to enter this Agreement and the Assignments involved, and to bind EPOGY to the terms involved.

8) Limitations on Warranties.

(a) EPOGY makes no warranties as to the validity or enforceability of any of the Patents.

(b) EPOGY makes no warranties that the practice of any of the Patents does not infringe any third party patents.

(c) Except as set forth in paragraph 7, EPOGY makes no warranties whatsoever, including without limitation warranties of merchantability or fitness for a particular purpose.

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9) Limits on Remedies.

- (a) EPOGY's liability for any breach of warranty or under any other theory of liability asserted by Purchaser under this agreement shall be limited to a refund of a pro-rata portion of the consideration paid under paragraph 6(a). Under no circumstances shall EPOGY's liability to Purchaser under this section 10(a) exceed, in the aggregate, the amount EPOGY receives under paragraph 6(a).
- (b) Any remedy for a breach of warranty or under any other theory of liability arising from this agreement will be unavailable to Purchaser unless Purchaser notifies EPOGY of the breach of warranty or the claim of liability, in writing within three months of the discovery of such breach of warranty or the basis for such liability; provided, however, that the foregoing shall not have the effect of extending any applicable statute of limitations.

11) Limitation of Liability and Agreement to Indemnify

Under no circumstances shall EPOGY be liable for any consequential, special, indirect, punitive, or incidental damages arising under or in connection with this Agreement or Purchaser's ownership or use of the Patents.

12) Limitation of Rights Granted. No rights are granted by EPOGY to Purchaser except as expressly set forth herein.

13) Assignability, Successors and Assigns. Purchaser contemplates the Patents will be assigned to a successor. This Agreement shall inure to the benefit of and be binding on the parties and their successors and assigns.

14) Governing Laws. The validity and interpretation of this Agreement and the rights and duties of the parties shall be governed by the laws of the State of California, without regard to conflicts of laws principles. The state and federal courts of California shall have exclusive jurisdiction to hear any lawsuit between the parties.

15) Confidentiality. EPOGY and Purchaser agree to keep in confidence and not to disclose to any third party the terms and conditions of this Agreement, except to the extent required by statute or regulation or order of a court of competent jurisdiction or as may be required to obtain the bankruptcy court's approval of this Agreement.

16) Counterparts. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax, provided that original signature pages will be substituted for those fax signatures as promptly as reasonably possible, and that each party intends to retain one fully executed original of this Agreement, and each of those duplicate "wet" signature originals will be deemed to be an original of this Agreement.

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17) Notifications

- (a) Any notice from Purchaser to EPOGY regarding this agreement is to be in writing and directed to:

Homer Chang
President & CEO
1271 Oakmead Parkway
Sunnyvale, CA 94085

- (b) Any notice from EPOGY to Purchaser regarding this agreement is to be in writing and directed to:

J. Nicholas Gross
3883 18th Street
San Francisco, CA 94114

- 18) Entire Agreement. This is the entire agreement between the parties as to the subject matter of this Agreement. There are no other agreements or understandings, written or oral, express or implied. This Agreement may be modified only by an instrument in writing signed by both parties.

- 19) EXPLANATION OF TERMS. EPOGY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND THAT THEY ARE REASONABLY CLEAR.

- 20) ADVICE OF COUNSEL. EPOGY ACKNOWLEDGES THAT, PRIOR TO EXECUTING THIS AGREEMENT IT WAS INFORMED OF ITS RIGHTS TO SEEK ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF THE SAME.

- 21) Construction of Agreement. This agreement shall not be construed against any party by reason of the drafting or preparation hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in the United States by their duly authorized representatives.

Epogy Communications, Inc.

Purchaser

By: _____

Name: Homer Chang

Title: President & CEO

By: _____

Name: John Nicholas Gross
Attorney At Law

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